

**7.0 RECIPROCAL COMPENSATION ARRANGEMENTS – SECTION 251(b)(5)**

**7.1** Reciprocal Compensation only applies to the transport and termination of Reciprocal Compensation Traffic billable by NYNEX or ANTC which a Telephone Exchange Service Customer originates on NYNEX's or ANTC's network for termination on the other Party's network, and such other traffic as the FCC may designate or allow, except as provided in Section **7.6** below.

**7.2** The Parties shall compensate each other for transport and termination of Reciprocal Compensation Traffic in an equal and symmetrical manner at the rate provided in the Pricing Attachment. This rate is to be applied at the A-IP for traffic delivered by NYNEX, and at the N-IP for traffic delivered by ANTC. No additional charges, including port or transport charges, shall apply for the termination of Reciprocal Compensation Traffic delivered to the A-IP or the N-IP. When Reciprocal Compensation Traffic Calls are terminated over the same trunks as Switched Exchange Access Service, any port or transport or other applicable access charges related to the Switched Exchange Access Service shall be prorated to be applied only to the Switched Exchange Access Service.

**7.3** The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service, InterLATA Service or to any IntraLATA calls originated on a third party carrier's network on a 1+ presubscribed basis or a casual dialed (10XXX or 101XXXX) basis. All Switched Exchange Access Service and all InterLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

**7.4** The rates for termination of Reciprocal Compensation Traffic are set forth in the Pricing Attachment.

**7.5** Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 19 shall be as specified in Section 19.6.

**7.6** When either Party delivers seven (7) or ten (10) digit translated IntraLATA 800/888 service to the other Party for termination, the originating Party shall provide the terminating Party with billing records in industry standard format (EMR) if required by the terminating Party. When the originating Party provides the record, the originating Party may bill its record provisioning charge. The originating Party may bill the terminating Party for the delivery of the traffic at local Reciprocal Compensation rates. The terminating Party may not bill the originating Party Reciprocal Compensation under this Agreement. The Party that

is providing the 800/888 service shall pay the database inquiry charge per the Pricing Attachment to the Party that performed the database inquiry.

7.7 The provisions set forth herein are subject to and conditioned on the provisions set forth in Sections 37 (Dispute Resolution) and 40 (Audit Rights).

## 8.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

### 8.1 Scope of Traffic

Section 8 generally prescribes parameters for certain trunk groups ('Access Toll Connecting Trunks') to be established over the interconnections specified in Section 4 for the transmission and routing of Exchange Access traffic between ANTC Telephone Exchange Service Customers and IXCs.

### 8.2. Trunk Group Architecture and Traffic Routing

8.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to each Party's Customers (i.e. each Party shall share equally in the responsibilities, costs and obligations associated with establishing Access Toll Connecting Trunks).

8.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow the Parties' Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to either Party's Access Tandem.

8.2.3 The Access Toll Connecting Trunks shall be two-way trunks, and operated as one-way or two-way as mutually agreed by both Parties, connecting an End Office Switch utilized to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch utilized to provide Exchange Access in such LATA

### 8.3 Meet-Point Billing Arrangements

8.3.1 Where ANTC has its own end office switch and NYNEX provides the tandem switch, meet point billing between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be provided as follows: (this does not apply in instances where ANTC resells NYNEX Services, purchases unbundled local switching from NYNEX, or in cases where an alternate tandem provider is involved)

(a) The Parties agree to exchange all data necessary to effect Meet-Point Billing on no less than a monthly basis, providing the prior month's data, in a format in accordance with industry ordering and billing guidelines. Each Party will designate where the other Party shall send the required data.

(b) The Parties agree to a 'multiple bill, multiple tariff' approach in which each Party presents separate bills to third party toll carriers and each Party applies rates for its portion of the services from its own tariff. The Parties may agree to a 'single bill, multiple tariff' approach at a later date.

(c) Except as noted in Subsection **8.3.2**, the Parties agree that ANTC will be responsible for billing the connecting third party toll carriers on all jointly-provided traffic (as defined in this Section) the following access charges:

- (i) Carrier Common Line;
- (ii) Local Switching; and
- (iii) One Local Transport Termination

per ANTC's applicable tariffs. The Parties further agree that NYNEX will be responsible for billing all other Local Transport, Tandem Switching, and Entrance Facility access charges per its applicable tariffs. Any other applicable charges not outlined in Subsections **8.3.1** or **8.3.2** shall be billed and received as agreed upon by the Parties. If either the FCC or the PSC restructures access in a manner that affects this Meet-Point Billing arrangement, the parties shall negotiate in good faith to ensure that the terms and conditions of this Agreement and the intent of the Parties is preserved.

(d) All revenues billed by each Party pursuant to this Section shall be retained by the billing Party.

**8.3.2** Until and unless changed by the FCC, on a going forward basis, ANTC shall retain one hundred percent (100%) of the Transport Interconnection Charge/Residual Interconnection Charge in instances in which ANTC provides the End Office switching.

**8.3.3** Record charges, which are assessed per record provided to enable access billing, are to be reciprocally charged by the Parties as applicable. These charges are outlined in the Pricing Attachment.

## 9.0 TRANSPORT AND TERMINATION OF INFORMATION SERVICES TRAFFIC

The Parties agree that ANTC may elect when technically feasible either a bundled or an unbundled billing arrangement applicable either to Mass Service Announcements or applicable to variable rated Information Services.

### 9.1. Bundled Information Provider ("IP") Billing Arrangement

**9.1.1 Routing and Provisioning.** Each Party shall route Information Service Traffic which originates on ~~its~~ own network to the appropriate information services platform(s) connected to the other Party's network. Where ANTC uses ~~its~~ own network facilities, **ANTC** will establish a dedicated trunk group to the NYNEX information services tandem switch. **This** trunk group will be utilized to allow ANTC to route Information Service Traffic originated on its network to NYNEX. Where ANTC utilizes the NYNEX network through the purchase of unbundled network elements, Information Service Traffic may be routed over NYNEX information service trunks on a shared basis.

**9.1.2 Information Mass Announcement Services (e.g. '976 calls).** This section is based on the existing regulatory structure per New York State P.S.C. No. 900 tariff, Section 13G.

a) For Information Mass Announcement Service, the Party ('Originating Party') on whose network the Information Services Traffic originated shall bill and collect ~~such~~ Information Provider charges and remit an amount equal to such charges to the Party ('Terminating Party') to whose information platform the Information Service Traffic terminated less the Information Service Billing and Collection fee set forth in the Pricing Attachment. The Terminating Party may bill the Originating Party for such charges. The Originating Party shall pay the Terminating Party in full regardless of uncollectible items. **This** shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements.

b) Upon request, the Party ('Originating Party') on whose network the Information Service Traffic originated shall provide via electronic file transfer or magnetic tape or whatever means mutually agreed to and readily, available to the Parties all recorded call detail information to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. **This** data shall be in unrated EMR format per OBF/Bellcore standards.

### 9.1.3 Variable Rated Information Services.

a) The Party ('Originating Party') on whose network the Information Service Traffic originated shall provide via electronic file transfer or magnetic tape or other means as available all recorded call detail information to the Party ('Terminating Party') to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated **EMR** format per **OCF/Bellcore** standard. This shall apply whether the Originating Party uses **its** own network or utilizes the other party's network through the purchase of unbundled network elements.

b) The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape or whatever means mutually agreed to and readily available to the Parties all necessary information to **bill** the Information Service Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each Information Provider, at the standard price for record transmission. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual Information Providers. This data will consist of the **EMR** records previously delivered by the Originating Party, returned to the Originating Party in rated format where possible, or with appropriate indicators populated on error messages. No Billing and Collection fees will **be** applied to error messages. No taxes will be calculated or paid on the Originating Party's traffic.

c) The Originating Party shall bill and collect such Information Provider charges and remit the amounts collected to the Terminating Party less:

(i) The Information Services Billing and Collection fees set forth on the Pricing Attachment; and

(ii) Customer adjustments provided by the Originating Party. Adjustments are made for **subscriber-priced traffic only**.

d) The Terminating Party shall calculate these charges and bill them to the Originating Party for remittance.

e) The Originating Party shall provide to the Terminating Party sufficient information regarding **uncollectibles** and customer adjustments. The Terminating Party shall pass through the adjustments to the Information Provider. However, if the Information Provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the Information Provider.

## 9.2 Unbundled IP Billing Arrangement

9.2.1 Routing and Provisioning. Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. Where ANTC uses its own network facilities, ANTC will establish a dedicated trunk group to the NYNEX information services tandem switch. This trunk group will be utilized to allow ANTC to route Information Service Traffic originated on its network to NYNEX. Where ANTC utilizes the NYNEX network through the purchase of unbundled network elements, Information Service Traffic may be routed over NYNEX information service trunks on a shared basis.

9.2.2 Information Mass Announcement Services (e.g. '976' calls). This section is based on the existing regulatory structure per New York State P.S.C. No. 900 tariff, Section 13G.

a) For Information Mass Announcement Service, the Party ("Originating Party") on whose network the Information Services Traffic originated shall bill and collect such Information Provider charges and remit an amount equal to such charges to the Party ("Terminating Party") to whose information platform the Information Service Traffic terminated less the Information Service Billing and Collection fee set forth in the Pricing Attachment. The Terminating Party may bill the Originating Party for such charges. The Originating Party shall pay the Terminating Party in full regardless of uncollectible items. This shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements.

b) Upon request, the Originating Party shall provide via electronic file transfer or magnetic tape or whatever means readily available to the Parties all recorded call detail information to the Terminating Party at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore standard.

## 9.2.3 Variable Rated Information Services.

a) The Terminating Party shall charge the Originating Party \$.03 per minute of use for switching access. These charges shall be calculated by the Terminating Party and billed to the Originating Party. These charges shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements. End user customer adjustments shall not apply to these charges.

b) Upon request from the Originating Party, the Terminating Party shall make available its Rating Service at a charge of \$.03 per message

plus a fifteen thousand dollar (\$15,000) non-recurring charge. Under Rating Service, the Originating Party shall provide to the Terminating Party via electronic file transfer or magnetic tape or whatever means readily available to the Parties recorded call detail information in unrated EMR format per OBF/Bellcore standard; the Terminating Party shall rate **such** calls placed by the Originating Party's Customers and terminating to Information Provider services contracted with the Terminating Party, according to the rates established by such Information Providers. The Terminating Party shall then return the call records to the Originating Party, in rated format where possible, or with appropriate indicators populated on error messages. The Rating Service fee will be applied to all messages. In addition to the charges for Rating Service, standard charges will be made by the Terminating Party for the transmission and delivery of such records and files. **The** Terminating Party will not bill and collect for **such** rated calls. The Terminating Party will not calculate or pay taxes for **such** rated calls.

c) Alternatively, at the Originating Party's option, it may purchase a rating table from the Terminating Party at the rate set forth in the Pricing Attachment.

d) The Originating Party is responsible for all payments due the Information Providers to whose programs that Party's Customer places calls, and other obligations and relationships with such Information Providers.

e) Resolution regarding all customer adjustments shall be solely between the Originating Party and the Information Provider.

**9.3 Blocking.** Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic, whether Information Mass Announcement Services or Variable Rated Information Services.

**9.4 Billing and Usage Specifications.** The Parties shall adopt an Information Provider Usage and Billing Specification Agreement prior to implementation of this billing arrangement. With the mutual consent of both Parties, the Information Provider Usage and Billing Specification Agreement may be modified in the future.

## 10.0 TANDEM TRANSIT SERVICE

### 10.1 Transit Services

10.1.1 'Transit Service' means the delivery of certain traffic between ANTC and a LEC other than NYNEX by NYNEX over the Traffic Exchange Trunks. The following traffic types will be delivered: (i) Local Traffic or

IntraLATA Toll Traffic originated from ANTC to such **LEC** and (ii) Local Traffic or IntraLATA Toll Traffic originated from such **LEC** and terminated to ANTC where NYNEX carries **such** traffic pursuant to the **PSC's** primary toll carrier plan or other similar plan.

10.1.2 Subject to Section 10.1.3, the Parties shall compensate each other for Transit Service as follows:

- (a) ANTC shall pay NYNEX for Local Traffic and IntraLATA toll traffic ANTC originated over the Transit Service ~~at~~ the rate specified in the Pricing Attachment plus any additional charges or costs **such** terminating LEC imposes or levies on NYNEX for the delivery or termination of **such** traffic, including any InterLATA or IntraLATA switched access charges. NYNEX shall pass through any additional direct charges or costs imposed or levied by the terminating LEC without a mark-up of **such** costs.
- (b) NYNEX shall pay ANTC for Local, and IntraLATA Toll Traffic terminated to ANTC from such LEC at the appropriate reciprocal compensation rates described in Section 7, or (where NYNEX delivers **such** traffic pursuant to the **PSC's** primary toll carrier plan or other similar plan) at ANTC's applicable switched access rates or local termination rate, whichever **is** appropriate.

10.1.3 While the Parties agree that it is the responsibility of a LEC to enter into arrangements to deliver Telephone Exchange Service Traffic to ANTC, they acknowledge that **such** arrangements are not currently in place and an interim arrangement ~~is~~ necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with **such** LEC to deliver Telephone Exchange Service Traffic to ANTC or (ii) one hundred and eighty (180) Days after the Interconnection Activation Date, NYNEX will deliver and ANTC will terminate Telephone Exchange Service Traffic originated from such **LEC** without charge to one another.

10.1.4 NYNEX expects that all networks involved in Transit Service will deliver each call to each involved network with CCIS and the appropriate TCAP message to facilitate full interoperability of those services supported by NYNEX **as** noted in Section 1.1.13 and billing functions. In all cases, both NYNEX and ANTC are responsible for following the Exchange Message Record ("EMR") standard and for exchanging records with each other and with the terminating LEC to facilitate the billing process to the originating network.



10.1.5 For purposes of this Section 10.1, NYNEX agrees that it shall make available to ANTC, at **ANTC's** sole option, any transiting arrangement NYNEX offers to another LEC at the same rates, terms and conditions provided to such other LEC.

## 10.2 Dedicated Transit Service

10.2.1 'Dedicated Transit Service' provides for the dedicated connection between an ANTC collocation arrangement established pursuant to applicable tariffs and/or license agreements at a NYNW premises and a collocation arrangement of a third party carrier that maintains a collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a ~~cross-connection~~ (dedicated connection) using suitable NYNEX-provided cable or transmission facilities or any other mutually agreed upon arrangement.

10.2.2 The carrier requesting the Dedicated Transit Service shall be the customer of record for both ends of the service in terms of ordering, provisioning, maintenance, and billing. Applicable rates shall be as set forth in the Pricing Attachment. Alternative arrangements may be utilized if agreed upon by all three parties. Such agreement shall not be unreasonably withheld.

## 11.0 911/~~E911~~ ARRANGEMENTS

11.1 ANTC will interconnect to the NYNEX 911/~~E911~~ selective router/911 tandems which serve the areas in which ANTC provides Exchange Services, for the provision of 911/~~E911~~ services and for access to all sub-tending Public Safety Answering Points ('PSAPs'). NYNW will provide ANTC with the appropriate CLLI codes and specifications of the tandem serving area.

11.2 Path and route diverse interconnections for 911/~~E911~~ shall be made at the A-IP, the N-IP, or other points as necessary and mutually agreed.

11.3 NYNEX will provide ANTC with ~~an~~ electronic interface **through** which ANTC shall input and provide a daily update of 911/~~E911~~ database information related to appropriate ANTC Customers. NYNEX will provide ANTC with the Master Street Address Guide (**'MSAG'**), updated on a regular basis, **so** that ANTC can ensure the accuracy of the data transfer. Additionally, NYNEX shall assist ANTC in identifying the appropriate person in each municipality for the purpose of obtaining the ten-digit Subscriber number of **each** PSAP.

11.4 NYNEX and ANTC will use their best efforts to facilitate the prompt, robust, reliable and efficient interconnection ~~of~~ ANTC systems to the 911/~~E911~~ platforms.

11.5 **NYNEX** and ANTC will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/~~E~~911 arrangements.

11.6 ANTC will compensate NYNEX for connections to its ~~911/E~~911 System pursuant to the Pricing Attachment.

11.7 The Parties will comply with all applicable rules and regulations pertaining to the provision of 911/~~E~~911 services in the State of New York

## 12.0 JOINT GROOMING PLAN

12.1 **ANTC** and NYNEX shall jointly develop a Joint Grooming Plan which defines and details, among other things, the information and requirements as set forth in Sections 12.2- **12.6** herein. Given the fact that ANTC is currently operating in several LATAs in New York State, the Parties shall execute an initial Joint Grooming Plan on or before three (3) months from the Effective Date of this Agreement. The Parties shall comply with all requirements set forth in the Joint Grooming Plan

12.2 The Parties shall implement Physical Architecture consistent with the guidelines defined in Section 4 and the terms and conditions set forth in the Joint Grooming Plan.

12.3 The Parties shall establish standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to and on parity with the interoffice trunks within NYNEX's network and in accord with the Joint Grooming Plan and all appropriate relevant industry-accepted quality, reliability and availability standards.

12.4 The Parties shall meet their respective duties and responsibilities with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects established in the Joint Grooming Plan.

12.5 The Parties shall implement mutual aid and network management provisions in accordance with the terms and conditions set forth in the Joint, Grooming Plan.

12.6 The Parties shall set forth in the Joint Grooming Plan a procedure for escalating any emergency or urgent matters and personnel that can be reached to address such matters on a 7 x 24 hour basis when appropriate.

12.7 If the Parties are unable to develop or finalize any terms or conditions as required by this Section or the Joint Grooming Plan, the parties

shall refer such disputes to the appropriate official in the Parties' operational organizations for resolution. If the Parties are unable, within twenty (20) Days of a referral, to resolve the subject dispute, all arbitrable issues shall be resolved pursuant to the procedures set forth in Attachment ADR.

### 13.0 INSTALLATION, MAINTENANCE, TESTING, REPAIR AND OPERATIONS SUPPORT SYSTEMS.

13.1 Installation, Maintenance, Testing and Repair. NYNEX shall meet the standard intervals set forth in Attachment SQ, as may be modified by the PSC in the Service Quality Proceeding.

13.2 Where applicable, ANTC shall meet the same intervals for comparable installations, maintenance, joint testing, and repair ~~of its~~ facilities and services associated with or used in conjunction with Interconnection or shall notify NYNEX of its inability to do so and will negotiate such intervals in good faith.

13.3 The Parties will carefully review the Network Reliability Council's recommendations and implement them where technically and economically feasible pursuant to the NYPSC Order released 12/2/96 in Case 96-C-0917.

13.4 If either Party requests or approves ~~the~~ other Party's technician to perform services in excess of or not otherwise contemplated by the Line Connection Charge, either Party may charge the other Party for any additional and reasonable labor charges to perform such services at hourly rates as listed in the Pricing Attachment of this Agreement.

13.5 If, as the result of a Telecommunications Carrier Not Ready ('TCNR'), NYNEX cannot complete requested work activity when a technician has been dispatched to the site on Company Premises ('Dispatch In') or off Company Premises ('Dispatch ~~Out~~'), ANTC will ~~be~~ assessed a non-recurring charge associated with this visit. ~~This~~ charge will ~~be~~ either a TCNR-Dispatch In charge or a TCNR-Dispatch ~~Out~~ charge as specified in the Pricing Attachment of this Agreement.

### 13.6 Maintenance ~~of~~ Unbundled Network Elements

13.6.1 If (i) ANTC reports to NYNEX a Customer trouble, (ii) ANTC requests a dispatch, (iii) NYNEX dispatches a technician, and (iv) such trouble was not caused by NYNEX's facilities or equipment in whole or in part, then ANTC shall pay NYNU: a Trouble Dispatch-Misdirect charge ~~as~~ specified in the Pricing Attachment of this Agreement. ANTC accepts responsibility for initial trouble isolation and providing NYNEX with appropriate dispatch information based on their test results. If, as the result of ANTC instructions, NYNEX is

erroneously requested to dispatch within a NYNU: Central Office or to a POT Bay ('dispatch in'), a non-recurring charge, as specified in the Pricing Attachment, per occurrence will be assessed to ANTC by NYNEX. If, as the result of ANTC instructions, NYNU: is erroneously requested to dispatch out, a charge as specified in the Pricing Attachment shall be assessed to ANTC by NYNEX. An additional non-recurring charge (specified in the Pricing Attachment) will apply when intervals shorter than those provided for normal service are requested. NYNEX shall respond to ANTC's trouble reports on a nondiscriminatory basis consistent with the manner in which it provides service to its own retail customers or any other Telecommunications Carrier.

13.6.2 If ANTC requests a dispatch and NYNEX dispatches a technician and the reported trouble was caused, in whole or in part, by NYNEX's facilities or equipment, ANTC shall not be responsible for labor or maintenance charges associated with such dispatch.

13.7 If NYNEX files and the PSC approves rates for the above services in Section 13, then those rates will apply.

#### 14.0 UNBUNDLED LINKS

NYNEX shall provide Links, subject to technical feasibility, as indicated below

##### 14.1 Local Link Transmission Types

Subject to Section 14.5, NYNEX shall allow ANTC to access the following Link types (in addition to those Links available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 14.

14.1.1 **'2-Wire Switched Analog Voice Grade Links'** or 'Analog 2W (SVGAL)' which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Links sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

14.1.2 **'4-Wire Switched Analog Voice Grade Links'** or 'Analog 4W (SVGAL)' which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

14.1.3 **'2-Wire ISDN Digital Grade Links'** or **'BRI ISDN'** which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps

data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network ("BRI-ISDN") Link which will meet national ISDN standards and conform to ANSI T1.601-1992 & T1E1.4 90-004R3.

## 14.2 ADSL and HDSL

**14.2.1** The Parties acknowledge that ADSL is not currently deployed for use in the NYNEX network. NYNEX is conducting a technical trial to test ADSL technology. NYNEX will share its interim findings and conclusion and consult with ANTC regarding the issues related to deploying ADSL in NYNEX's network. If the issues surrounding deployment of ADSL in NYNEX's network are satisfactorily resolved and ADSL is deployed, NYNEX shall allow ANTC to access ADSL Links unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 14.

14.2.2 '2-Wire ADSL-Compatible Link' or 'ADSL 2 W' is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the NYNEX Central Office frame. ADSL technology can only be deployed over Links which extend less than 18 Kft. from NYNEX's Central Office. ADSL compatible Links are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

14.2.3 '2-Wire HDSL-Compatible Link' or 'HDSL 2 W' is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 / T1E1.4/92-002R3. HDSL compatible Links are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

14.2.4 '4-Wire HDSL-Compatible Link' or 'HDSL 4 W' is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Links are available only where existing copper facilities can meet the specifications.

**14.2.5** HDSL and ADSL compatible links will be offered on the terms and conditions specified herein, including terms in applicable tariffs so long as they are not inconsistent with the terms and conditions set forth herein. NYNEX

shall make **such** links available to ANTC at rates approved by the PSC, as amended from time to time, or as agreed by the Parties

14.3 NYNEX shall provide ANTC access to its unbundled Links at **each** of NYNEX's Wire Centers. In addition, if ANTC requests one or more Links serviced by Integrated Digital Link Carrier or Remote Switching technology deployed as **a** Link concentrator, NYNEX shall, where available, move the requested Link(s) to a spare, existing physical Link at no charge to ANTC. If, however, no spare physical Link is available, NYNEX shall within three (3) business days of ANTC's request notify ANTC of the lack of available facilities. ANTC may then at its discretion make a Network Element Bona Fide Request to NYNEX to provide the unbundled Link through the demultiplexing of the integrated digitized Link(s). ANTC may also make a Network Element Bona Fide Request for access to unbundled Links at the Link concentration site point Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 14.5 and the Performance Interval Dates and Performance Criteria set forth in Section 33 shall not apply to unbundled Links provided pursuant to a Network Element Bona Fide Request under this Section **14.3.**

**14.4** If ANTC orders a Link type and the distance requested on **such** Link exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Attachment Parties agree that full technical solutions may not be available for HDSL and ADSL for these arrangements at the signing of this Agreement, but **will** make a good faith effort to implement **such** solutions.

<u>Link Type</u>	<u>Technical Reference/Limitation</u>
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL <b>2W</b>	T1E1 Technical Report Number <b>28</b>
HDSL <b>4W</b>	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

#### **14.5** Provisioning of Unbundled Links

The following coordination procedures shall apply for new unbundled Links and the conversions of 'live' Telephone Exchange Services to unbundled Links (herein after referred to as 'hot cuts'):

14.5.1 ANTC shall request unbundled Links from NYNEX by delivering to NYNEX a valid electronic Local Service Request ("LSR") using the NYNEX electronic ordering platform (as cooperatively designed and

implemented to meet the minimum requirements for information exchange needed to order and provision services to certified local exchange carriers and enhanced to support industry standards as developed for interconnection services) or another mutually agreed upon system. Within two (2) business days of NYNEX's receipt of an LSR, NYNEX shall provide ANTC the Firm Order Commitment ~~(FOC)~~ date according to the applicable Performance Interval Dates set forth in Attachment SQ by which the Link(s) covered by such Service Order will be installed.

**14.5.2** NYNEX agrees to accept from ANTC at the time the LSR is submitted for scheduled conversion of hot cut unbundled Link orders, a desired date and time (the "Scheduled Conversion Time") in the 'A.M.' (12:01 a.m. to 12:00 noon) or 'P.M.' (12:01 p.m. to 12:00 midnight) (as applicable, the 'Conversion Window') for the hot cut.

**14.5.3** NYNEX shall test for ANTC dial tone at the POT Bay by testing through the tie cable provisioned between the NYNEX main distributing frame and the ANTC expanded interconnection node forty-eight (48) hours prior to the Scheduled Conversion Time.

**14.5.4** Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the 'New Conversion Time'). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

- (a) If NYNEX requests the New Conversion Time, the applicable damages as specified in Section 33.7.1.1 (as modified by the provisions of Sections 33.1 and 33.2) shall apply.
- (b) If ANTC requests the New Conversion Time, ANTC shall be assessed a charge equal to twenty five percent (25%) of the applicable non-recurring charges for the first request, thirty five percent (35%) of the applicable non-recurring charges for the second request, and forty percent (40%) for the third request (as modified by the provisions of Sections 33.1 and 33.2).

#### **14.5.5**

- (a) Except as otherwise agreed by the Parties for a specific conversion such as large cutovers of ten (10) lines or more that have been

negotiated, the Parties agree that the time interval expected from disconnection of NYNEX's "live" Telephone Exchange Service to the connection of an Unbundled Network Element at the Collocation node's POT Bay will be accomplished within a window of time through the end of this Agreement of sixty (60) minutes or less. NYNEX will perform the actual physical work per circuit (i.e. the cut down of the new cross connect per circuit basis) within five (5) minutes, thereby enabling the end-user (at a minimum) to make outgoing calls. NYNEX further agrees that the translations work, if required, will be accomplished within the one-hour conversion window, thereby enabling incoming calls to be received by the end-user.

(b) If a Conversion exceeds this specified interval and such delay is caused by NYNEX, until the resolution of the Service Quality Proceeding, NYNEX shall pay the applicable damages as specified in Section 33.7.1.1. Upon the resolution of the Service Quality Proceeding, NYNEX shall pay any liquidated damages specified by the PSC.

(c) If AMC has ordered INP with the installation of a Link, NYNEX will coordinate the implementation of INP and the Link conversion during the conversion intervals at no additional charge.

14.5.6 ANTC shall access NYNEX's Unbundled Links specifically identified in this Agreement via (i) Collocation in accordance with Section 18 at the NYNEX Wire Center where those elements exist and each Link or Port shall be delivered to ANTC's Collocation node by means of a Cross Connection which in the case of Links, is included in the rates set forth in the Pricing Attachment or (ii) via such other alternative arrangement(s) as the Parties may mutually agree, or FCC rules, the Act or PSC rules may otherwise require NYNEX to allow.

14.5.7 If ANTC requests or approves a NYNEX technician to perform services in excess of or not otherwise contemplated by the Line Connection Service Charge, as specified in the Pricing Attachment of this Agreement. NYNEX may charge ANTC for any reasonable additional labor charge to perform such service. The Line Connection Charge recovers those costs incurred when wiring is required in the central office.

#### 14.6 Monthly Unbundled Link Charges for New York

14.6.1 The monthly unbundled link rate is as set forth in the Pricing Attachment.

14.6.2 Nothing in this Agreement shall be construed to imply that ANTC agrees that the monthly unbundled link rate(s) referenced in Section 14.6.1 is a reasonable or appropriate charge for unbundled links.



14.6.3 Links will be offered on the terms and conditions specified herein. NYNEX shall make links available to ANTC at the rates specified in the Pricing Attachment, as subsequently determined by the PSC. During the Term, ANTC shall have the right to any rates established by a decision of the PSC regarding permanent monthly link rates which is issued subsequent to the date of this Agreement (as modified by any rulings by the FCC or appeals ruled upon in any federal or state court of competent jurisdiction).

## 15.0 OTHER UNBUNDLED NETWORK ELEMENTS

### 15.1 Availability of Other Network Elements on an Unbundled Basis

(a) NYNEX shall, upon request of ANTC, at any technically feasible point provide to ANTC access to its Network Elements on an unbundled basis for the provision of ANTC's Telecommunications Service. Any request by ANTC for access to a NYNEX Network Element that is not already available shall be treated as a Network Element Bona Fide Request. Network Elements that are available to another Telecommunications Carrier shall be made available to ANTC either (i) through terms and conditions agreed to by the Parties or (ii) in accordance with Attachment BFR. ANTC shall provide NYNEX access to its Network Elements as mutually agreed by the Parties or as required by the Act, PSC or FCC.

(b) ANTC shall access NYNEX's Unbundled Network Elements specifically identified in this Agreement via (i) Collocation in accordance with Section 18 at the NYNEX Wire Center where those elements exist and each Link or Port shall be delivered to ANTC's Collocation node by means of a Cross Connection which in the case of Links, is included in the rates set forth in the Pricing Attachment or (ii) via such other alternative arrangement(s) as the Parties may mutually agree, or FCC rules, the Act or PSC rules may otherwise require NYNEX to allow.

### 15.2 Unbundled Interoffice Transmission Facilities

During the term of this Agreement NYNEX shall provision and charge for Interoffice Transmission Facilities ("IOF") as set forth in Attachment IOF hereto and under the terms and conditions of this Agreement

## 16.0 RESALE — SECTIONS 251(c)(4) and 251(b)(1)

16.1 Except as otherwise provided in this Section 16 or in this Agreement, NYNEX shall offer to ANTC for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, at the rates set forth in the Pricing Attachment, subject to the terms and conditions of NY PSC Tariff No. 915. ANTC may also obtain at the discount

rates set forth in the Pricing Attachment any volume and discount plan offered to any other reseller (including but not limited to any **LSO**, special toll, single customer tariff or **LCB** offered).

## 16.2 Term and Volume Discounts

Upon request, NYNEX agrees to negotiate ~~term~~ and volume discounts for resold retail services. ANTC may obtain any ~~term~~ and volume discount made available to any other carrier on ~~the~~ same terms and conditions agreed to between that carrier and NYNEX.

## 16.3 Disclosure ~~of~~ ANTC Information to Other Resellers or to NYNEX Retail Marketing Personnel

16.3.1. General Rule - Subject to the following paragraph 16.3.2, and subject to the provisions set forth in Section 36 of **this** Agreement, neither NYNEX personnel involved in the marketing ~~or~~ sales ~~of~~ services to end user customers, nor other **Resellers**, will have access to information defined as Proprietary Information under Section 36 ~~of~~ this Agreement provided by ANTC under this Agreement.

### 16.3.2. Exceptions:

(1) Paragraph 16.3.1, above, shall not prohibit the disclosure to any local exchange carrier (including **NYNEX** or any other carrier) of the fact that a particular end user who was previously a customer ~~of~~ **such carrier**, is no longer one ~~of~~ its customers.

(2) Paragraph 16.3.1, above, shall not prohibit the **use** by NYNEX ~~of~~ aggregate data relating to sales to **all resellers** in a particular geographic area for any legitimate business purpose ~~of~~ **NYNEX**

(3) Paragraph 16.3.1, above, shall not preclude the disclosure to NYNEX retail marketing personnel or to **other resellers** ~~of~~ information pertaining to **a reseller's** customer where the customer consents to and authorizes such disclosure pursuant to applicable **Law**.

(4) Paragraph 16.3.1, above, shall not prohibit attempts to sell NYNEX services by NYNEX service technicians or other **such** operational employees who have access to information relating to specific orders placed by ANTC under this agreement (or other Proprietary Information as defined in Section 36 ~~of~~ this Agreement), so long as:

(a) the employee spends a **de minimis** amount of his or her time involved in the marketing or sales ~~of~~ **NYNEX** services,

(b) the employee does not utilize ANTC information in such sales attempt.

(5) In the **case** of a customer who chooses to switch his/her/its service ~~from~~ a reseller to NYNEX, or to another reseller, Paragraph **16.3.1** above shall **not** prohibit the disclosure to NYNEX marketing personnel, or to such other reseller, of information necessary to enable NYNEX or **such** other reseller to assume the account, including the customer's service **configuration** and Billed Name and Address.

(6) Paragraph **16.3.1** above shall not preclude the disclosure to NYNEX marketing personnel of the identity of the reseller providing service to an end user for the purpose of responding to a question from the end user about the identity of his/her/its service provider.

#### **16.4 Disclosure of Customer Information**

**16.4.1. General Rule** -Subject to the following paragraph **16.4.2**, NYNEX will not provide information on any end user **customer** to a reseller without the consent and authorization of such customer.

##### **16.4.2. Exceptions:**

(1) If a NYNEX end user subsequently becomes an end user of a reseller, NYNEX will provide the reseller with the ability to **access** the CSR and all information contained therein to enable it to assume the end user's account, including the customer's service **configuration** and Billed Name and Address.

(2) Paragraph **16.4.1** above shall not preclude disclosure of information pursuant to industry-wide arrangements for the exchange of information on end user credit histories, consistent with PSC requirements.

**16.4.3. Evidence of End User Consent and Authorization.** Where NYNEX identifies that end user **consent** is required for the disclosure of information, NYNEX will obtain consent and authorization from the end user in any manner approved by the PSC.

**16.5** If an electronic interface used to exchange information and perform other functions as specified in Section **23** of this Agreement is rendered inoperable, the Parties will comply with the requirements of Section **23.3**.

## 16.6 Alternate Billing to Third Numbers.

16.6.1 Calls on NYNEX resold Lines using NYNEX's Operator Services. The following procedures shall apply for Alternately Billed Calls which are local calls or ~~IntraLATA~~ toll calls carried by NYNEX and originating or terminating over a NYNEX line (a) which has been resold by ANTC pursuant to the terms of this Agreement and (b) for which NYNEX is providing operator and directory assistance services: .

### 16.6.1.1 ANTC Originating Call charged to Customer Served by a NYNEX Line.

In the case of a call which originates from an ANTC Customer being served by a resold line in the NYNEX territory within New York (hereinafter 'ANTC Customer Resold Line') which is charged to a retail Customer served by a NYNEX line including a resold line in NYNEX territory within New York (hereinafter 'NYNEX New York Territory'), NYNEX shall record and process such call, and transmit to ANTC an unrated call record. ANTC shall rate such call for purposes of charging the retail Customer and send such rated record to NYNEX or a resale carrier designated by NYNEX in billable form for billing and collection purposes, at which point ANTC shall have no further responsibility for billing or collecting for such call for NYNEX retail Customers. NYNEX, for NYNEX retail Customers only, shall pay ANTC for such call the billed amount less the billing and collection fee specified in the Pricing Attachment. ANTC shall pay NYNEX for the call at the wholesale discount rate set forth in the Pricing Attachment as billed on the wholesale bill.

### 16.6.1.2 NYNEX Originating Call charged to ANTC Customer.

In the case of a call which originates from a NYNEX retail Customer within New York and is charged to an ANTC Customer Resold Line, NYNEX shall record and process such call and rate such call for purposes of charging ANTC's Customer. NYNEX shall send such rated record to ANTC in billable form for billing and collection purposes, at which point NYNEX shall have no further responsibility for billing or collecting for such call. ANTC shall pay NYNEX for such call the billed amount less the billing and collection fee specified in the Pricing Attachment.

### 16.6.1.3 ANTC Originating Call charged to Other Carrier.

In the case of a call which originates from an ANTC Customer Resold Line which is charged to a customer of a third party telecommunications carrier outside of NYNU; New York Territory, NYNEX shall

record and process such call and transmit to ANTC an unrated call record, at which point NYNEX shall have no further responsibility for rating, billing, or collecting for such call. ANTC shall pay NYNEX for such call at the wholesale discount rate set forth in the Pricing Attachment as billed on the wholesale bill.

**16.6.2** Calls on NYNEX Resold Lines Using Operator Services. The following procedures shall apply for Alternately Billed calls which are local calls or IntraLATA toll calls carried by NYNEX and originating or terminating over a NYNEX line (a) which has been resold by ANTC pursuant to the terms of this Agreement and (b) for which NYNEX is not providing operator and directory assistance services:

**16.6.2.1** ANTC Originating Call Charged to NYNEX Customer. In the case of a call which originates from an ANTC Customer Resold Line and is charged to a NYNEX retail Customer within NYNEX New York Territory, ANTC shall record and process such call at its **OSPS** and rate such call for purposes of charging NYNEX's Customer and send such rated record to NYNEX in billable form for billing and collection purposes, at which point ANTC shall have no further responsibility for billing or collecting for such call. NYNEX shall pay ANTC for such call the billed amount less the billing and collection fee as specified in the Pricing Attachment. ANTC shall pay charges for Customized Routing on an ICB basis. Appropriate Reciprocal Compensation charges for terminating to a NYNEX line will apply pursuant to Section 7 of this Agreement.

**16.6.2.2** NYNW Originating Call charged to ANTC Customer. In the case of a call which originates from a NYNEX retail Customer within New York and is charged to an ANTC Customer Resold Line, NYNEX shall record and process such call and rate such call for purposes of charging ANTC's Customer. NYNEX shall send such rated record to ANTC in billable form for billing and collection purposes, at which point NYNW shall have no further responsibility for billing or collecting for such call. ANTC shall pay NYNEX for such call the billed amount less the billing and collection fee specified in the Pricing Attachment.

**16.6.2.3** ANTC Originating Call charged to Other Carrier. In the case of a call which originates from an ANTC Customer Resold Line which is charged to a customer of a third party telecommunications carrier providing services outside of NYNEX New York Territory, **ANTC shall record and process such call.** ANTC shall pay charges for Customized Routing on an ICB basis. Appropriate Reciprocal Compensation charges for terminating to a NYNEX line will apply pursuant to Section 7 of this Agreement:

**16.6.3** Calls Billed to NYNEX Resold Lines and Carried through CMDS and CATS. The following procedures shall apply for Alternately Billed

Calls which are local calls or intraLATA toll calls billed through the Centralized Message Distribution System ('CMDS') and originating or terminating over a third company's line and charged to a NYNEX line which has been resold by ANTC pursuant to the terms of this Agreement.

16.6.3.1 Calls Carried through CMDS and CATS. For a call which originates and terminates outside of NYNEX New York Territory and is charged to an ANTC Customer Resold Line, NYNEX shall provide to ANTC the information and charges with respect to such call received from the outof-region telecommunications carrier via the daily usage feed. NYNW. shall have no further responsibility for rating, billing and collecting for such call. ANTC shall pay NYNEX for such call an amount equal to the amount charged to NYNEX through the CATS settlement process by such outof-region telecommunications carrier with respect to such call as billed on the wholesale bill and a Call Usage Detail Service charge in accordance with the Pricing Attachment

#### 16.6.4 Administrative Matters

All other matters relating to the rating, billing, payment and transmission of records with respect to Alternately Billed Calls which are not set forth above, including, without limitation, the timing of payments and billings, the frequency of transmission of records and the eligibility of messages for billing, shall be governed by the other applicable provisions of this Agreement

#### 16.6.5 Other Alternate Billed Calls.

A NYNEX territory intraregion Alternate Billed Call clearinghouse will be used for settling Alternately Billed Calls for facility-based and unbundled Network Element purposes and, to the extent it can be implemented, for calls originating or charged to an ANTC Customer Resold Line (including NYNEX lines resold by third party carriers within New York).

16.7 The terms and conditions of the NYS PSC 915 Tariff, as may be modified from time to time, shall govern and control the provisioning of Wholesale Services, except that the parties agree that Sections 6.5.2, 6.5.3, 6.5.4, 6.6.2, 16, 26.9, 32, 33, 40 and Attachment ADR of this Agreement shall control in the event of a conflict with the terms and conditions of the NYS PSC 915 Tariff. In addition, and except as provided in Section 26.9, the Parties further agree that all payment terms and billing disputes shall be governed by the terms and conditions of the NYS PSC 915 tariff, notwithstanding anything to the contrary set forth in Section 37.2, except that the Parties agree that any unresolved dispute shall be determined in accordance with the ADR provisions of this Agreement

## 17.0 NOTICE OF CHANGES – SECTION 251(c)(5)

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) Days advance written notice of **such** change to the other Party, or at such earlier date as the Party notifies its affiliates, customers, or other carriers.

## 18.0 COLLOCATION – SECTION 251(c)(6)

18.1 Upon request, **NYNEX** shall provide to **ANTC** Physical Collocation or virtual collocation (as allowed by Law) for its transport facilities and equipment, pursuant to the rates, terms and conditions set forth herein and the relevant rates, terms and conditions set forth in NYNEX's applicable tariffs on file with the FCC and the PSC as necessary for interconnection (pursuant to Section **4**) or for access to unbundled Links (pursuant to Section 14) or other Unbundled Network Elements (pursuant to Section **15**). Upon a Network Element Bona Fide Request pursuant to Attachment BFR hereto, NYNEX shall allow alternate collocation arrangements to the extent technically practical and subject to available space, including as may be requested by ANTC to permit ANTC: (i) to occupy less than one-hundred (100) square feet of NYNEX's standard collocation space under NYNEX's applicable tariffs, (ii) to install ANTC owned facilities and equipment in a secure alternate enclosure that conforms with NYNEX's standards for health, safety, security power and engineering, or (iii) such other reasonable alternate arrangements, the terms and conditions of which shall be determined pursuant to the Network Element Bona Fide Request process. **NYNEX** shall not unreasonably withhold agreement to provide such alternate arrangements.

18.2 **ANTC** agrees to provide pursuant to tariff, or agreement upon NYNEX's Network Element Bona Fide Request, Collocation of NYNEX equipment for purposes of NYNEX's Interconnection (pursuant to Section **4**) at comparable rates, terms and conditions as ANTC may provide to other third parties. ANTC shall provide **such** Collocation subject to ANTC's applicable tariffs or contracts.

18.3 The Parties agree that during the term of this Agreement ANTC may install in its collocated space remote switching modules ("RSMs") solely for the purposes of performing concentration functions. ANTC represents to **NYNEX** that such equipment will not be used for or perform any switching functions. ANTC agrees that if it elects to install an RSM as a concentrator in collocation space, the terms and conditions of **such** collocation will be determined based upon NYNEX's reasonable engineering standards (which generally will follow the vendor's specifications for such equipment) to the extent those standards and their application are consistent with Section 251(c)(6) of the Act. In addition,

ANTC agrees to pay to NYNEX reasonable costs attendant with the collocation of such equipment (determined in accordance with the pricing standards of the Act), including preparation and maintenance of the space.

**18.4** ANTC may install equipment allowed by Law inside collocation spaces in accordance with the requirements set forth in Section **251(c)(6)** of the Act, NYNEX's applicable tariffs, and NYNEX's engineering, safety and power requirements unless and until the FCC or the PSC determines that incumbent LECs need not permit collocation of such equipment.

**18.5** To the extent any equipment ANTC installs in the collocation space is later determined by the FCC or the PSC not to be allowed inside the collocation space, NYNEX will allow ANTC a reasonable transition period for removing or replacing such equipment.

**18.6** To the extent ANTC elects, pursuant to Section **38** of this Agreement, other terms and conditions for collocation not specified in this Agreement, the rates, terms and conditions of Sections **18.1** and **18.35** herein shall be incorporated into that agreement.

**18.7** The Collocating Party shall provide *its own* or leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts, and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts. Transport facilities may be leased from NYNEX under terms and conditions set forth Subsection **15.2**

## **19.0 NUMBER PORTABILITY – SECTION 251(b)(2)**

### **19.1 Scope**

**19.1.1** The Parties shall provide Number Portability on a reciprocal basis to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the PSC.

**19.1.2** Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the PSC, the Parties agree to provide Interim Telephone Number Portability ("INP") to each other through remote call forwarding, route indexing, and full NXX code migration at the prices listed in the Pricing Attachment.

**19.1.3** Once Number Portability is implemented pursuant to FCC or PSC regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to



Number Portability. Upon implementation of Number Portability pursuant to FCC regulation, both Parties agree to conform to and provide such Number Portability.

## 19.2 Procedures for Providing INP Through Remote Call Forwarding

ANTC and NYNEX will provide INP through Remote Call Forwarding as follows:

19.2.1        **A** Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon Party B's receipt of a signed letter of agency from the Customer (and an associated service order) assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B. Party A will route the forwarded traffic to Party B over the appropriate Telephone Exchange Service Trunks as if the call had originated on Party A's network

19.2.2        Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible all collect, calling card, and third number billed calls associated with those numbers, with sub-account detail by retained number. At Party B's sole discretion, such billing statement shall be delivered to Party B in an agreed-upon format via either electronic file transfer, daily magnetic tape, or monthly magnetic tape.

19.2.3.        **The** Parties shall provide all available relevant call billing detail for collect, calling card and 3rd-number billed calls associated with those numbers. The call billing detail, once received by Party A, shall be delivered on no less than a monthly basis. The Parties may, upon mutual agreement, make use of third-party arrangements for the settlement of collect, calling card, and third number billed calls.

19.2.4.        Party A will update its Line Information Database ('LIDB') listings for retained numbers, and restrict or cancel calling cards associated with those forwarded numbers as directed by Party B.

19.2.5.        Within two (2) business days of receiving notification from the Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to

that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the Customer's instructions at that time. The Parties agree to work cooperatively to ensure that the Customer's service is not interrupted whenever possible.

### 19.3 Procedures for Providing INP Through Route Indexing

Upon mutual agreement, NYNEX will deploy a Route Index arrangement which combines direct trunks, provisioned between **NYNEX's** and **ANTC's** End Offices, with trunk side routing translations and full functionality for those CLASS services available to NYNEX in the NYNEX switch. Under this arrangement, inbound calls to a ported number will be pointed at a route index that sends the call to a dedicated trunk group, built as a direct final, for the sole purpose of facilitating completion of calls to a ported number. **NYNEX** will coordinate with **ANTC** to provide this solution in a mutually agreeable and administratively manageable manner (e.g., NXX level) so as to minimize switch resource utilization for both Parties.

### 19.4 Procedures for Providing INP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the **LERG** (and associated industry databases, routing tables; etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another.

### 19.5 Other Interim Number Portability Options

**ANTC** may also request Direct Inward Dial Trunks pursuant to applicable tariffs. If information or interim number portability is made available to any Party for information services traffic (e.g., 976), it will be made available to **ANTC**,

### 19.6 Receipt of Terminating Switched Exchange Access Compensation on Traffic to INP'ed Numbers

19.6.1 The Parties shall individually collect and track and quantify INP traffic between their networks based on the CPN of each call by the identifying CPNs which are INP'ed numbers. To the extent the receiving Party is entitled to payment of interexchange carrier access charges on a meetpoint

billing like arrangement, the receiving Party shall charge the performing Party for interexchange carrier traffic at the INP Traffic Rate specified in Section 19.8 in lieu of any other compensation charges for terminating such traffic. Charges set forth in Section 19.8 below shall apply until the performing Party is able to supply EMR records to the receiving Party, **so** that the receiving Party may bill its own access charges to the **IXC**, or until network or regulatory changes dictate that these charges either. (1) no longer apply, or (2) must be modified.

19.6.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that if dialed to telephone numbers bearing NPA-NXX's directly assigned to the receiving Party (as opposed to the INP'ed numbers) would have been subject to (i) appropriate intrastate FGD charges ('Intra Traffic'), or (ii) interstate FGD charges ('Inter Traffic'). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6) month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based upon actual INP traffic percentages from the preceding six (6) month period. The rates described below shall be updated every six (6) months and whenever there is a change in the underlying access charge or reciprocal compensation rates or as required by the PSC or FCC.

19.7 The Parties agree that the receiving Party is entitled to receive its appropriate share of access revenues billed to **IXCs** by the performing Party, when such **IXC** traffic is terminating through numbers which have been ported to the receiving Party. The Parties further agree that the amount to be shared will be a flat dollar amount per month per ported residence line and a flat dollar amount per month per ported business line, as reflected in the Pricing Attachment. The Party providing the last point of end office switching is entitled to collect the Residual Interconnect Charge ('**RIC**') element

19.8 The following describes the method by which the Parties will calculate the amount of revenues to be shared:

(a) Determine the average terminating IXC MOUs (combined intrastate and interstate) separately for residence and business customers per line per month.

(b) Using the factors for percent interstate usage and percent intrastate usage, split the combined terminating usage for residence into interstate and intrastate, and intraLATA where applicable, volumes. Similarly, split the combined terminating usage for business into interstate and intrastate volumes. The jurisdictional percentages may be weighted averages across a LATA, state or market area,

(c) Using the volumes calculated immediately above, calculate the average revenue per ported residence line per month and the average revenue per ported business line per month, using the appropriate receiving **Party** interstate and intrastate terminating Carrier Common Line ("CCL") and Residual Interconnection ("RIC") rate elements, and subtracting reciprocal compensation charges paid by the performing Party to the receiving Party for those same minutes.

19.9 This surrogate method will no longer apply to **IXC** traffic terminating through performing Party end **offices** when the receiving Party can directly bill through its end **offices** for these revenues.

## 20.0 NUMBER RESOURCES **ASSIGNMENTS**

**NYNEX** shall continue to assign to ANTC **NXX** codes in accordance with national guidelines and in **a** manner consistent with FCC rules (and in panty with how it provides **NXX** codes to itself, its affiliates, and other carriers) ~~at~~ no charge.

## 21.0 DIALING PARITY – SECTION 251(b)(3)

NYNEX shall provide Local Dialing Panty as required by **Law**.

## 22.0 ACCESS TO RIGHTS-OF-WAY – SECTION 251(b)(4)

Each Party shall provide within **a** reasonable time period (which shall be determined on a case by case basis) ~~the~~ other Party **access** to the poles, ~~ducts~~, rights-of-way and conduits **it owns** or controls, to ~~the~~ extent permitted by **Law** and as required by Section **224 of the** Act or any PSC Order or practice, on terms, conditions and prices comparable to those **offered** to any other entity pursuant to each Party's applicable tariffs ~~and/or~~ standard agreements with **such** entities.

## 23.0 DATABASES AND SIGNALING

**23.1** Pursuant to applicable **tariffs**, NYNEX shall provide ANTC with interfaces to access NYNEX's databases, including **LIDB** and **800/888**, as well **as DCAS** for ordering and provisioning purposes, and ~~associated~~ signaling necessary for the routing and completion ~~of ANTC's traffic~~. Parties shall continue to define and delineate ~~the~~ interfaces needed for the provision of Wholesale Services, Network Elements, or other facilities or services provided hereunder.

**23.2** NM shall provide ANTC, at ANTC's request, any Operations Support Services ("OSS")/Electronic Interfaces as required under the Act. Upon ANTC's reasonable request, NM shall provide ANTC with information regarding non-proprietary changes to NYT's OSS systems or proposed developments of NYT's OSS systems as it moves forward in meeting national standards for OSS.

**23.3** If an electronic interface used to exchange information and gain access to functionality necessary for Pre-Ordering, Service Ordering, Provisioning, Maintenance, Billing, and Repair is rendered inoperable for any of these functions, the Parties agree to (i) work cooperatively to expeditiously correct this situation and (ii) invoke interim interface methodologies required to support the affected function. These interim methodologies will be mutually agreed upon and documented in a reciprocal intercompany operations guide to be completed by the Parties within ninety (90) Days after the Effective Date of Agreement..

#### **24.0 REFERRAL ANNOUNCEMENT**

When a Customer changes its service provider from NYNEX to ANTC, or from ANTC to NYNEX, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral - announcement ('Referral Announcement') on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than one hundred and eighty (180) Days after the date the Customer changes its telephone number in the case of business Customers and not less than ninety (90) Days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period different than the . above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

#### **25.0 DIRECTORY AND OPERATOR SERVICE ARRANGEMENTS**

NYNEX will provide certain directory services to ANTC as defined herein. In this Section **25**, references to ANTC Customer telephone numbers means telephone numbers falling within NXX codes directly assigned to ANTC and to numbers which are retained by ANTC on the Customer's behalf pursuant to Interim Telephone Number Portability arrangements described in Section 19.

##### **25.1 Directory Listings and Directory Distributions**

**25.1.1** NYNEX will include ANTC's Customers telephone numbers in all of its "White Pages" and "Yellow Pages" directory listings (including